

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SIETEL SINGH GILL, *individually and on behalf of other
similarly situated individuals*,

Plaintiff,

-v-

NATIONAL FOOTBALL LEAGUE, *a New York
unincorporated association*, and NFL ENTERPRISES
LLC, *a Delaware limited liability company*,

Defendants.

21 Civ. 1032 (PAE)

ORDER

PAUL A. ENGELMAYER, District Judge:


Argument on defendants' pending motion for summary judgment is scheduled for December 6, 2022, at 2:30 p.m. in Courtroom 1305 at the Thurgood Marshall U.S. Courthouse, 40 Centre Street, New York, New York 10007. In preparation for argument, the Court has identified certain documentary issues as to which clarification or amplification would assist the Court in its analysis. As these concern defendants' business records, the Court tasks defendants with responding to these questions. Defendants' submission attaching the requested documentation is due on November 30, 2022. The Court expects that the responsive records have been produced to plaintiff in discovery.

1. The 2013, 2014, 2015, and 2017 subscription terms and conditions refer to the "website terms and conditions." However, the record does not supply the website terms and conditions. Please provide copies of all website terms and conditions in place during this period.
2. Defendants state that in 2017 and 2018, Mr. Gill supplied new credit card information to obtain a new subscription outside of the automatic renewal process of his previous

subscriptions. However, although supplying internal records consistent with this proposition, defendants have not supplied the Court with records reflecting what was manifested to Mr. Gill during this process, *e.g.*, the electronic forms that he necessarily reviewed and/or completed in the course of supplying this information for a new subscription. Please supply a complete set of such records. Please also document whether Gill signed up for the new subscriptions under the same email account and/or username as before.

3. The 2017 terms and conditions, as supplied to the Court at Dkt. 70-8, are cut off, so as to make unavailable to the Court terms beginning with paragraph 5. Please supply a complete and legible version of these terms and conditions.
4. On the Court's review, it does not appear that at any time after Mr. Gill first subscribed to NFL Game Pass in 2013, an existing subscriber, other than by reading the latest terms and conditions, would have been alerted to a change in the identity of the party offering the product. Please provide copies of any document, email or other communication alerting the subscriber to the identity of his or her counterparty.

SO ORDERED.



PAUL A. ENGELMAYER
United States District Judge

Dated: November 18, 2022
New York, New York